

**VOLUNTARY CLEANUP CONTRACT
17-6470-NRP**

**IN THE MATTER OF
MUTUAL HOME STORE OF GREENVILLE, GREENVILLE COUNTY
and
BRAINS ON FIRE PROPERTIES, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Brains on Fire Properties, LLC, with respect to the Property located at 1249 and 1257 Pendleton Street, Greenville, South Carolina. The Property includes approximately 0.12 acres identified by Tax Map Serial Number 0120000500200. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of April 12, 2017, and any amendments thereto, by Brains on Fire Properties, LLC, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (2002 & Supp. 2015); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2002 & Supp. 2015); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (1994); the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2002 & Supp. 2015); and the Pollution Control Act, S.C. Code Ann. §§ 48-1-10 et seq. (2008 & Supp. 2015).

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them

pursuant to the SCHWMA, the PCA, the SUPERB Act, or CERCLA.

A. "Brains on Fire" means Brains on Fire Properties, LLC.

B. "Beneficiaries" means Brains on Fire's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.

C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.

D. "Contract" means this Voluntary Cleanup Contract.

E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.

F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.

G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of Brains on Fire or its Beneficiaries.

H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.

- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

- 2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

A.B. Cox	To 1936
C.K. Cox	1936 to 1945
A.M. Lowdermilk and I.H. Philpot	1945 to 1950
A.M. Lowdermilk	1950 to 1998
West End Mission (f/k/a Wade Hampton Baptist Church)	1998 to 1999
Mutual Home Store of Greenville, Incorporated	1999 to present

- B. Property and Surrounding Areas: The Property is bounded generally to the north by Pendleton Street followed by commercial properties, to the northwest by an adjoining commercial property, to the southwest by Traction Street followed by a mix of residential and commercial property, and to the southeast by adjoining commercial property. A commercial building and sidewalks cover the entire

Property.

C. Historical records identify a variety of past commercial uses of the Property (Phase I Environmental Site Assessment, dated January 30, 2017, prepared by S&ME). Earliest uses recorded on a 1913 Sanborn Map are as a lunchroom (northern portion) and as a grocery and dry goods storage (southern portion). The 1920 and 1928 maps label the Property as a store (northern portion) and as a garage with a wooden floor (southern portion). The 1920 and 1928 maps also identify a buried gasoline tank at the intersection of Pendleton and Traction Streets just north of the Property. The 1961 and 1964 Sanborn Maps indicate the building on the Property had been partitioned and identify the portion of the Property fronting Pendleton Street as One Store (indicating that the northern and southern portions operated as a single store), and the back portion of the building (adjacent to Traction Street) with the abbreviation C.B. (likely indicating concrete block construction). The adjacent property to the northwest is labeled "drycleaning" and with a solvent tank. City directories from 1964 through 1979 list this adjacent property (1269 Pendleton Street) as occupied by White Swan Laundry and Cleaners. City directories from 1964 to 1979 list the Property (1257 Pendleton) as White Swan Laundry and Cleaners Storage. The Phase I ESA identifies the presence of a large vault in the 1257 Pendleton Street portion of the Property which reportedly was climate controlled and used to store furs as part of the former dry-cleaning operation.

Based on the past uses of the Property, the Phase I ESA identifies the former use of the Property and adjacent property as a dry-cleaner, and the reported buried gasoline tank near the Property as recognized environmental conditions. The Phase I ESA also concludes that a Vapor Encroachment Condition likely exists for the Property.

D. Investigations / Reports: Along with the VCC Application and Phase I ESA, Brains on Fire also provided a Report of Sub-Slab Vapor and Indoor Air Assessment,

dated March 10, 2017 (Vapor Report). This Vapor Report provides results from collection and analysis of seven sub-slab soil gas samples and two indoor air samples. Sub-slab soil gas results identify naphthalene at four locations and 1,2,4-trimethylbenzene at one location above the EPA Vapor Intrusion Screening Level for commercial use. Results of indoor air sampling identify naphthalene at a concentration above its EPA Regional Screening Level for indoor air for exposure in a commercial setting, indicating that naphthalene concentrations in sub-slab soil gas pose a threat to indoor air quality. The locations with the highest contaminant concentrations in soil gas and indoor air are the locations closest to the former dry-cleaner at 1269 Pendleton Street.

E. Applicant Identification: Brains on Fire is a State of South Carolina Limited Liability Company with its principal place of business located at 148 River Street, Suite 100, Greenville, SC 29601.

F. Proposed Redevelopment: Brains on Fire will acquire the Property and intends to redevelop the existing building as commercial office space.

CERTIFICATIONS

3. Brains on Fire has certified upon application that: 1) Brains on Fire is not a Responsible Party at the Site, or a parent, successor, or subsidiary of a Responsible Party at the Site and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program; 2) its activities will not aggravate or contribute to Existing Contamination on the Site or pose significant human health or environmental risks; and, 3) it is financially viable to meet the obligations under this Contract.

RESPONSE ACTION

4. Brains on Fire agrees to conduct the response actions specified in the subparagraphs below. An initial Work Plan shall be submitted by Brains on Fire, or its

designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A report of the assessment results shall be submitted by Brains on Fire, or its designee in accordance with the schedule provided in the initial Work Plan. Brains on Fire acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. Brains on Fire agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, Brains on Fire may seek an amendment of this Contract to clarify its further responsibilities. Brains on Fire shall perform all actions required by this Contract, and any related actions of Brains on Fire's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). Brains on Fire shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective

measures activities consistent with the following:

- a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2002 & Supp. 2016). The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i). the full EPA Target Analyte List (TAL);
 - ii). EPA Target Analyte List excluding cyanide (TAL-Metals);
 - iii). the full EPA Target Compound List (TCL);
 - iv). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - v). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
 - vi). EPA Target Compound List Pesticides (TCL-Pesticides);
 - vii). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
 - d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites" (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of Brains on Fire's consulting firm(s), analytical laboratories, and Brains on

Fire's contact person for matters relating to this Contract and the Work Plan.

a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, 7 S.C. Code Ann. Regs. 61-81 (2012), for the test method(s) and parameters specified in the Work Plan.

b). Brains on Fire shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.

7). The Department will notify Brains on Fire in writing of approvals or deficiencies in the Work Plan.

8). Brains on Fire, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.

9). Brains on Fire shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.

10). Brains on Fire shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.

11). Brains on Fire shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. Brains on Fire shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. Report(s) shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). Brains on Fire shall characterize for disposal any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 2). Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, Brains on Fire shall expeditiously stabilize or remove the Segregated Source from the Property.
- 3). Brains on Fire shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. Brains on Fire shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). Brains on Fire shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.

- 2). Brains on Fire shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to Brains on Fire, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). Brains on Fire shall collect and analyze a minimum of eight (8) soil samples from four (4) locations on the Property. Brains on Fire shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations:
 - a). One location within the portion of the Property that was used as a garage (1249 Pendleton Street);
 - b). One location on the northern portion of the Property near former dry-cleaning operations on the adjacent property;
 - c). One location within the former vault area in the vicinity of a floor drain;
 - d). One location in the vicinity of a floor drain within the small cinder block room within the 1257 Pendleton Street portion of the Property.
- 2). Unless otherwise specified above, each soil sample shall be analyzed for TAL-Metals, and TCL VOCs and SVOCs. Both samples from the location within the former garage shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
- 3). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). Brains on Fire shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from a minimum of three (3) monitoring wells to be installed such that the water table is within the well

screen. Specific locations shall be as follows:

- a). a location in the northern portion of the Property near former dry-cleaning operations on the adjacent property;
 - b). one location on the southern portion of the Property;
 - c). one location on the eastern portion of the Property.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. In addition, the groundwater sample from the well installed on the southern portion of the Property shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
 - 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2015), or, if not specified in R.61-58, to the EPA RSL for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

- 1). Brains on Fire shall further evaluate potential impacts of vapor intrusion risk to indoor air based on documented contaminant concentrations in sub-slab soil gas and indoor air that may pose a threat to indoor air quality based on EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance ("Vapor Intrusion Technical Guide").
- 2). Brains on Fire shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.
 - a). Brains on Fire's evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a minimum of four sub-slab soil gas and two indoor air samples over areas potentially subject to vapor intrusion. One outdoor air sample shall also be collected on the sidewalk in front of the building. Sampling procedures shall follow the same sampling procedures used in the March 2017 sampling event (Sub-Slab Vapor and Indoor Air Assessment, prepared by

EnviroSouth, dated March 10, 2017) to allow comparison between the two sampling events. Assessment activities shall also include evaluation of other factors that may affect vapor intrusion as discussed in the Vapor Intrusion Technical Guide.

- b). All indoor air, soil gas and sub-slab soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting concentrations at screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens, and using appropriate attenuation factors for soil gas and sub-slab soil gas.
 - c). Indoor air quality results shall be compared to the current EPA RSL Resident Air and Industrial Air Screening Levels. The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.
 - d). Soil gas and sub-slab soil gas sampling results shall be compared to screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens for the proposed use of the Property. Comparison criteria shall be based on the Vapor Intrusion Technical Guide.
- 3). Should the results of the Vapor Intrusion Assessment indicate that contaminant concentrations exceed levels indicative of a 10^{-6} cancer risk or a hazard quotient/hazard index of 1 for non-carcinogens for the proposed use of the Property, Brains on Fire shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, Brains on Fire shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.H of this Contract.
- 4). The Department may allow Brains on Fire to implement pre-emptive vapor intrusion mitigation measures in lieu of the above Vapor Intrusion Assessment. Vapor intrusion mitigation measures shall be completed and evaluated in accordance with Paragraph 4.H of this Contract.

H. Institute reasonable Contamination control measures:

- 1). Brains on Fire shall remove from the Property and properly dispose of all Waste Materials and Segregated Sources of Contamination in accordance with applicable regulations based on characterization results.
 - a). Brains on Fire shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
 - b). Subject to Department approval, buried Waste Materials, if present, may be stabilized in place on the Property in a manner that will effectively limit or prevent human exposure and release of contaminants to the environment. If any Waste Materials are to be stabilized in place, Brains on Fire shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.H.2 below. Brains on Fire shall also enter into a Declaration of Covenants and Restrictions to document the area of stabilization, and to maintain the stabilization measures in accordance with Paragraph 9 of this Contract.
- 2). Brains on Fire shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.
 - a). Corrective measures shall be required for Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure. Known media that require Corrective Measures include, but may not be limited to, the following:
 - i. Sub-slab soil gas migration into indoor air
 - b). Brains on Fire may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable

for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, Brains on Fire shall submit for Department approval, an overview of risk assessment assumptions including identification of Contamination exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.

c). Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. Subject to Department approval, corrective measures may include a land use restriction in accordance with Paragraph 9 (Declaration of Covenants and Restrictions) of this Contract

d). If required, vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a 10^{-6} risk for carcinogens and a hazard quotient/hazard index of 1 for non-carcinogens based on current EPA RSLs and guidance on vapor intrusion. All vapor intrusion control measures shall include monitoring to confirm that the vapor mitigation system is effective, and procedures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from the subsurface conditions.

e). Upon completion of any corrective measures, Brains on Fire shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.

3). In the event that development of the Property will require disturbance of contaminants in soil or groundwater, Brains on Fire shall propose a Media Management Plan. The Media Management Plan shall address management

of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.

- 4). In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship Plan may be required by the Department. If required, the Stewardship Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

I. Monitor and/or abandon the monitoring wells:

- 1). Brains on Fire shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). Brains on Fire shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2002 & Supp. 2016).

HEALTH AND SAFETY PLAN

5. Brains on Fire shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). Brains on Fire agrees that the Health and Safety Plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Brains on Fire.

PUBLIC PARTICIPATION

6. Brains on Fire and the Department will encourage public participation to implement this Contract as follows:

A. The Department will provide notice, seek public comment, and initiate a thirty (30) day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. § 44-56-750 upon signature of this Contract by Brains on Fire.

B. Brains on Fire shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one (1) day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.

1). The sign(s) will state "Voluntary Cleanup Project by Brains on Fire Properties, LLC under Voluntary Cleanup Contract 17-6470-NRP with the South Carolina Department of Health and Environmental Control." The sign(s) shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of Brains on Fire. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".

2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.

3). Brains on Fire shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).

4). Brains on Fire agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.

5). Brains on Fire shall maintain the sign(s) in legible condition and at visible

locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.

- 6). The sign(s) may be removed to accommodate building or grading activities; however, Brains on Fire shall restore the sign(s) within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. Brains on Fire shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within ninety (90) days of Department approval of the Work Plan and at least semi-annually thereafter.

A. The updates may be in summary letter format, but should include information about:

- 1). The actions taken under this Contract during the previous reporting period;
- 2). Actions scheduled to be taken in the next reporting period;
- 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. Brains on Fire shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation

of interim measures to stabilize Contamination or prevent unacceptable exposures. Brains on Fire shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. Brains on Fire or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to restrict the use of the Property from residential, recreational, agricultural, child day care, and adult day care use. Additional restrictions may be required based on the response actions completed under this Contract and as may be required per Paragraphs 4.H.1.b. or 4.H.2.c of this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to Brains on Fire. An authorized representative of Brains on Fire or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
- B. Brains on Fire or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. Brains on Fire or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (EPA RSLs for residential use and/or MCLs) on a portion of the Property, Brains on Fire or its Beneficiaries may create a new parcel of that portion of the property

that will be subject to the Declaration.

E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.

F. The Declaration shall reserve a right of entry and inspection for Brains on Fire or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.

1). Brains on Fire or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.

2). Brains on Fire or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.

G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after Brains on Fire acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.

H. Brains on Fire or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.

I. The Department may amend the Declaration in response to changes in law,

completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Angela Gorman, Hydrogeologist
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

- B. All correspondence and notices to Brains on Fire shall be submitted to Brains on Fire's designated contact person who as of the effective date of this Contract shall be:

Robbin Phillips, President
Brains on Fire Properties, LLC
148 River Street, Suite 100
Greenville, SC 29601

FINANCIAL REIMBURSEMENT

11. Brains on Fire or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. § 44-56-750(D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to Brains on Fire on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Brandy Amidon, Chief Financial Officer
Brains on Fire Properties, LLC
148 River Street, Suite 100
Greenville, SC 29601

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

12. Brains on Fire agrees the Department has an irrevocable right of access to the Property for environmental response matters after Brains on Fire acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion shall be issued to Brains on Fire or its Beneficiaries for the Property under this Contract as follows:

- A. Brains on Fire or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
- B. Pursuant to § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that Brains on Fire or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
 - 1). A Provisional Certificate of Completion will include specific performance standards that Brains on Fire or its Beneficiaries shall continue to meet.

- 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if Brains on Fire or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. Brains on Fire or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. Brains on Fire shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, Brains on Fire, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:
 - A. Brains on Fire or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
 - B. Brains on Fire and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.

C. If the Certificate of Completion has not been issued, Brains on Fire or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:

- 1). Is not a Responsible Party for the Site;
- 2). Has sufficient resources to complete the activities of this Contract;
- 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
- 4). Will assume the protections and all obligations of this Contract; and,
- 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, Brains on Fire or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

CONTRACT TERMINATION

16. Brains on Fire, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination, shall provide Brains on Fire or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;
- 2). Change in Brains on Fire's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of Brains on Fire or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by Brains on Fire or its Beneficiaries;
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by Brains on Fire or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
- 7). Failure by Brains on Fire or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Brains on Fire's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

B. Should Brains on Fire or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by Brains on Fire or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.

C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.

D. Termination of this Contract by any party does not end the obligations of Brains on Fire or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.

E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. Brains on Fire and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from contribution claims under CERCLA § 113, 42 U.S.C. § 9613 and SCHWMA § 44-56-200.

2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).

3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).

B. Effective on the date the Certificate of Completion is issued by the Department.

1). The Department's covenant not to sue Brains on Fire and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by Brains on Fire or its Beneficiaries.

2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by Brains on Fire or its Beneficiaries. The Department retains all rights under State and Federal laws to compel Brains on Fire and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by Brains on Fire or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than Brains on Fire and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Brains on Fire and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY BRAINS ON FIRE

19. Brains on Fire retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. Brains on Fire and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, Brains on Fire and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. Brains on Fire and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by Brains on Fire or its Beneficiaries. Brains on Fire and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY BRAINS ON FIRE AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, Brains on Fire and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

DATE:

Reviewed by Office of General Counsel

BRAINS ON FIRE PROPERTIES, LLC

BY:

DATE:



6/7/2017

ROBBIN PHILLIPS, PRESIDENT BRAINS ON FIRE
Printed Name and Title

APPENDIX A

Application for Non-Responsible Party Voluntary Cleanup Contract

Brains on Fire Properties, LLC

April 12, 2017



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☐ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity
3. Applicant's Legal Name Brains on Fire Properties, LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

Robbin Phillips President robbin@brainsonfire.com

Name Title Email
148 River Street, Suite 100 864-676-9633

Address Phone1 Phone2
Greenville SC 29601

City State Zip

b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
Brandy Amidon	CFO	(864) 380 - 4979	brandy@brainsonfire.com	<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

148 River Street Suite 100
Street address Suite Number
Greenville SC 29601
City State Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory)

Title

APR 12 2017

Street Number or PO Box

Phone1

Phone 2

City

State

Zip

Email

SITE ASSESSMENT,
REMEDICATION &
REVITALIZATION

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in South Carolina (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name

Name

Robbin Phillips

Greg Cordell

Greg Ramsey

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☒ Yes ☐ No

d. If yes, identify all affiliations: Brains on Fire, LLC, Brains on Fire LA, LLC

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 1249, 1257 & 1263 Pendleton Street

b. County Greenville

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of Greenville
(town/city)

10. List any Companies or Site names by which the Property is known

Garage

Lunch Counter and Grocery Store

White Swan Laundry and Cleaners

West End Mission & Mutual Home Store of Greenville

11. Total Size of Property Covered by this Contract 0.12 Acres

12. How many parcels comprise the Property? one

13. Current Zoning (general description)

Retail

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 0120000500200
 b. Acreage 0.12
 c. Current Owner Mutual Home Store of G
 d. Owner Mailing Address PO Box 506
Greer, SC 29652
 e. Contact Person for Access David Sigmon
 f. Access Person's Phone # (864) 250-6838
 g. Is Parcel Currently Vacant? ☒ Yes ☐ No
 h. Buildings on the parcel? ☐ None
 (check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☒ Intact, To be re-used
 i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since _____
 (approx date)
☒ In operation: nature of the
 business Grocery Store

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____
 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? ☐ Yes ☐ No
 h. Buildings on the parcel? ☐ None
 (check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
 i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
 (approx date)
☐ In operation: nature of the
 business _____

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____
 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? ☐ Yes ☐ No
 h. Buildings on the parcel? ☐ None
 (check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
 i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
 (approx date)
☐ In operation: nature of the
 business _____

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____
 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? ☐ Yes ☐ No
 h. Buildings on the parcel? ☐ None
 (check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
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 i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
 (approx date)
☐ In operation: nature of the
 business _____

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____
 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? ☐ Yes ☐ No
 h. Buildings on the parcel? ☐ None
 (check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
 i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
 (approx date)
☐ In operation: nature of the
 business _____

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____
 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? ☐ Yes ☐ No
 h. Buildings on the parcel? ☐ None
 (check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
 i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
 (approx date)
☐ In operation: nature of the
 business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

Commercial office building

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number 2
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ 636,935

20. a. Will there be Intangible benefits from this redevelopment such as:
☒ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☐ Creation / Preservation of Green Space on the Property
☒ Deconstruction/ Recycling of demolition or building debris
☐ Other _____

- b. Please Describe:

Removal of asbestos and installation of Energy Star appliances, plumbing and lighting.

21. Anticipated date of closing or acquiring title to the property August / 01 / 2017

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.

Rebekah Phillips, president
Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm
☒ None as of this application date

Company _____

Address _____

City _____

State _____

Zip _____

Project Contact1 _____

S.C PE/PG Reg. # _____

Phone1 _____

Phone 2 _____

email _____

Project Contact 2 _____

S.C PE/PG Reg. # _____

Phone1 _____

Phone 2 _____

email _____

24. Legal Counsel (Optional)
 McCall Environmental, PA
 Firm
 Eugene C. "Gene" McCall, Jr. 864-370-1550 864-567-1477
 Attorney Phone1 Phone 2
 100 Tower Drive, Unit 16 Greenville SC 29607 gene@mccallenv.com
 Street Number or PO Box City State Zip email

25. Applicant's Billing Address ☐ Same as Contact person in #6 above Go to question #26
 Brandy Amidon Chief Financial Officer
 Financial Contact Title
 Brains on Fire 864-380-4979
 Company Phone
 148 River Street, Suite 100
 Address
 Greenville SC 29601
 City State Zip

26. Financial Viability
 By signature(s) below, the applicant agrees to:
 1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
 2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.
☐ Waiver Requested (Check Box If applicable)
 The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.
 Robert Phillips, President
 Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☒ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:
☒ New report completed in the past six months by S&ME (Name of Environmental Firm)
☐ Older report updated in the past six months by (Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)
☐ The Applicant is not aware of any environmental testing on the property
☐ The Applicant believes the Department already has all environmental data in its files on: (Site Name)
☒ The Following reports are attached: (Site Name)
 Report Date Report Name Environmental Firm
 March 10, 2017 Sub-Slab Vapor and Indoor Air Assessment EnviroSouth

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)
☐ Enclosed with this Application as an Attachment
☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.
 Robert Phillips, President
 Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

Metes and Bounds

for

1249 and 1257 Pendleton Street, Greenville, SC

Tax Map # 0120000500200

All that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as a small portion of Lot No. 19 and also a portion of Lot No. 20, Section A of a subdivision known as Melville Land Company as shown on a plat thereof being recorded in the RMC Office for Greenville County in Plat book A at Page 97 and having according to a more recent survey prepared for A. M. Lowdermilk by Dalton & Neves, Engineers, dated May, 1957, the following metes and bounds, to-wit:

Beginning at a stake on the Southern side of Pendleton Street 94.83 feet East from Traction Street, corner of property now or formerly owned by R. E. Houston, and running thence with the line of said property in a Southwesterly direction 58 feet, more or less, to a stake on the Northern side of Traction Street 91.75 feet Southeast from Pendleton Street, and running thence with the Northern side of Traction Street S. 30-00 E. 40 feet to a stake at corner of property now or formerly owned by Etta Payne and running thence with the line of said property in a Northeasterly direction 84 feet, more or less, to a stake on Pendleton Street; thence with the Southern side of Pendleton Street in a Westerly direction 40 feet to the beginning corner; said lot is known as Lot No. 2, Block 5, Page 120 of the County Block Book.

Second, all that piece, parcel or lot of land situate, lying and being between Traction Street and Pendleton Street, Greenville, South Carolina, and being more particularly described according to a survey made by W. J. Riddle, Surveyor, August 1, 1946:

Beginning at a stake on Traction Street, 10 feet South of property now or formerly belonging to Lowdermilk and Philpot; thence along Traction Street, N. 30-00 W. 10 feet to Lowdermilk and Philpot corner; then N. 41-28 E. 92.5 feet along Lowdermilk and Philpot line to Iron pin on Pendleton Street; thence S. 36-13 W. 96 feet to a stake at point of beginning.

Being the same property conveyed to West End Mission by deed of A.M. Lowdermilk, which deed is recorded In the Office of the Register of Deeds for Greenville County In Deed Book 1809, at page 421. 12/30/1998.

RECEIVED

APR 12 2017

SITE ASSESSMENT
REMEDICATION &
REVITALIZATION

Greenville County, SC



Disclaimer: This Map is not a LAND SURVEY and is for reference purposes only. Data contained in this map are prepared for the inventory of Real Property found within this jurisdiction, and are compiled from recorded deeds, plats, and other public records. Users of this map are hereby notified

Map Scale
1 inch = 40 feet

RECEIVED

APR 12 2017

SITE ASSESSMENT.